

CLAIMS: ORINOCO CORPORATION

Protocol and exchange of notes at Caracas September 9, 1909

Entered into force September 9, 1909

Terminated upon fulfillment of its terms

Treaty Series 533½

PROTOCOL

The United States of America and the United States of Venezuela, through their representatives, William W. Russell, Envoy Extraordinary and Minister Plenipotentiary of the United States of America, and General Juan Pietri, Minister for Foreign Affairs of the United States of Venezuela, duly authorized by their respective Governments, have agreed upon and signed the following Protocol of Settlement:

WHEREAS, under a certain Protocol between the United States of America and the United States of Venezuela for the decision and adjustment of certain claims, signed at Caracas on the 13th day of February, 1909,¹ it was agreed that the claim of THE ORINOCO CORPORATION and of its predecessors in interest, THE MANOA COMPANY LIMITED, THE ORINOCO COMPANY AND THE ORINOCO COMPANY LIMITED, against the United States of Venezuela should be submitted to the jurisdiction of three arbitrators to be chosen from the Permanent Court at The Hague, created at the Second Peace Conference, held at The Hague in 1907,² the claimant company fixing the value of said claim at one million seven hundred and fifty thousand dollars (\$1,750,000.00); and

WHEREAS, the respective Governments, animated by the spirit of sincere friendship that has always existed and should exist between the two Nations, and actuated by the firmest desire to maintain and continue the good understanding which should exist and increase between them, and to the end of avoiding all possible future differences regarding this matter and of adjusting existing differences concerning said claim by common accord, instead of further proceedings under said Protocol, and in pursuance of the express provision of Article XII of said Protocol, as heretofore extended by the joint agreement of the said Governments, have now reached an amicable arrange-

¹ TS 522½, *post*, p. 1113.

² TS 536, *ante*, vol. 1, p. 577.

ment and adjustment of the said claim and have agreed to and do adjust the same in the manner and form hereinafter stated.

FIRST. The United States of America, on behalf of THE MANOA COMPANY LIMITED, THE ORINOCO COMPANY LIMITED and THE ORINOCO CORPORATION, hereby releases to the United States of Venezuela forever all the right, title and interest of THE MANOA COMPANY LIMITED, THE ORINOCO COMPANY, THE ORINOCO COMPANY LIMITED and THE ORINOCO CORPORATION, in and to the following described property:

The concession granted by the Government of the said the United States of Venezuela unto Cyrenius C. Fitzgerald, under date of September 22, 1883, which concession was afterwards transferred and assigned by said Fitzgerald unto the said THE MANOA COMPANY LIMITED, and by that company to the said THE ORINOCO COMPANY, and by that company to the said THE ORINOCO COMPANY LIMITED, and by that company to the said THE ORINOCO CORPORATION, including all the rights, privileges, benefits and immunities which are, or have ever been, claimed by said Fitzgerald and said several companies, or by any, or either of them, in or to the aforesaid premises or concession, or any part or parcel thereof, or to the deposits or mines of iron, asphalt, gold or other minerals or substances of whatever description within the limits of said concession, as well as the administration, saw-mill, and other buildings, and all machinery and other personal property now on said concession belonging to said companies, or either or any of them.

And the said United States of America, on behalf of said companies, and of each and every of them, respectively, waives in favor of the said the United States of Venezuela, all and singular, the claims and demands of the said companies, and of each and every of them which they, or either, or any of them, or the said the United States of America, on their behalf, have made or might make against the said the United States of Venezuela, originating out of, or in any way connected with, or appertaining to said concession, or to the rights, privileges, benefits and immunities thereby granted or conceded or growing out of the alleged seizures and destruction of the steamer the "PERLA" by the military forces of the said the United States of Venezuela, and from all and singular the other claims and demands, if any, which might be made in behalf of said companies, or any, or either of them, which they or any, or either of them, or the said the United States of America, in their behalf, have made or might make against the said the United States of Venezuela, on any account whatever.

SECOND. In consideration of the premises, and in compensation for the above-mentioned waiver, the United States of Venezuela covenants, promises and agrees to pay to the United States of America therefor the sum of three hundred and eighty-five thousand dollars (\$385,000.00), in gold coin of the United States of America, of the present standard of weight and fineness, at

the office of the Secretary of State, Washington, D.C., in the United States of America, in eight (8) equal installments at the following times namely:

1. The first payment of forty-eight thousand one hundred and twenty-five dollars (\$48,125.00) to be made the day following that on which this Protocol is approved by the Federal Executive of the United States of Venezuela.

2. The second payment of the same amount to be made one year from the date hereof, at the same place, and thereafter the third, fourth, fifth, sixth, seventh and eighth payments to be made annually, of the same amounts, one year apart, at the same place.

THIRD. By virtue of the present agreement the United States of America, in the name of THE ORINOCO CORPORATION and of its predecessors in interest, THE MANOA COMPANY LIMITED, declare themselves to be fully paid and satisfied for all claims of THE ORINOCO CORPORATION and of its predecessors in interest, THE MANOA COMPANY LIMITED, THE ORINOCO COMPANY and THE ORINOCO COMPANY LIMITED, against Venezuela; and the United States of Venezuela declares itself to be fully paid and satisfied for all claims of the United States of Venezuela against THE ORINOCO CORPORATION and its predecessors in interest, THE MANOA COMPANY LIMITED, THE ORINOCO COMPANY and THE ORINOCO COMPANY LIMITED.

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals this ninth day of September, one thousand nine hundred and nine.

WILLIAM W. RUSSELL [SEAL]
PIETRI [SEAL]

EXCHANGE OF NOTES

The American Minister to the Minister of Foreign Affairs

SEPTEMBER 9, 1909

Mr. MINISTER:

In connection with the Protocol of Settlement just signed between the United States of America, on behalf of The Orinoco Corporation and of its predecessors in interest, The Manoa Company Limited, The Orinoco Company and The Orinoco Company Limited, and the United States of Venezuela, I have the honor to state to Your Excellency that it is the understanding of my Government that the United States of Venezuela also agrees to adjust, satisfy and discharge the fees which may be due the defendant attorneys of The Manoa Company Limited and The Orinoco Company Limited in the suit instituted by the United States of Venezuela against The Manoa Company Limited and The Orinoco Company Limited, in the Federal Court and of Cassation, and to forever save harmless the United States of America, the said Manoa Company Limited and The Orinoco Company Limited, The

Orinoco Company and The Orinoco Corporation, from any and all liability to make further compensation for such services.

The United States of America undertakes to pay the sum of three hundred and eighty-five thousand dollars to be received from the United States of Venezuela, in settlement of this case, a reasonable compensation, the amount thereof to be fixed by the Secretary of State of the United States of America, to the defendant attorney or attorneys in the suit brought on or about March 18, 1905, in the Federal Court and of Cassation at Caracas, by Mr. Padrón Uztariz against the said The Manoa Company Limited and the said The Orinoco Company Limited, as compensation for the professional services of said defendant attorney or said defendant attorneys in said suit.

I take this occasion to renew to Your Excellency the assurance of my highest and most distinguished consideration.

WILLIAM W. RUSSELL

To His Excellency

GENERAL JUAN PIETRI,

Minister for Foreign Affairs.

The Minister of Foreign Affairs to the American Minister

[TRANSLATION]

UNITED STATES OF VENEZUELA

MINISTRY OF FOREIGN AFFAIRS

Caracas, September 9, 1909

D. P. E. No. 1416

Mr. MINISTER:

In connection with the Protocol of Settlement just signed between the United States of Venezuela and the United States of America, on behalf of The Orinoco Corporation and of its predecessors in interest, The Manoa Company Limited, The Orinoco Company and The Orinoco Company Limited, I have the honor to state to Your Excellency that it is understood that the United States of Venezuela also agrees to adjust, satisfy and discharge the fees which may be due the defendant attorneys of The Manoa Company Limited and The Orinoco Company Limited, in the suit instituted by the Republic against The Manoa Company Limited and The Orinoco Company Limited in the Federal Court and of Cassation, and to forever save harmless the United States of America and said Manoa Company Limited, Orinoco Company Limited, Orinoco Company and Orinoco Corporation from any and all liability to make further compensation for such services.

It is likewise understood that the United States of America undertakes to pay out of the sum of three hundred and eighty-five thousand dollars to be

received from Venezuela, in settlement of this case, a reasonable compensation, the amount thereof to be fixed by the Secretary of State of the United States of America, to the defendant attorney or attorneys in the suit instituted on or about March 18, 1905, in the Federal Court and of Cassation of the Republic by Mr. Padrón Uztariz against said Manoa Company Limited and Orinoco Company Limited, as compensation for the professional services of said defendant attorney or said defendant attorneys in said suit.

I thus answer the courteous note of Your Excellency of even date herewith in regard to the foregoing.

Please accept Your Excellency, etc., etc., etc.

JUAN PIETRI

To His Excellency

WILLIAM W. RUSSELL,
E.E.&M.P. of the U.S.A.